SHAKOPEE PARKS AND RECREATION FACILITY USAGE POLICY

Groups or individuals interested in reserving or renting the Shakopee Parks and Recreation facilities may do so by calling the Shakopee Parks and Recreation office at 233-9500. Reservations should be made 30 days in advance. In some cases, individuals and groups may be assessed a facility usage fee and/or staff charges. This policy does not pertain to park shelters, Huber Park or Ice Rental Fees. Fees are assessed according to the following criteria:

- 1. Parks and Recreation programs and activities shall have first priority in using the City's parks and recreation facilities. These programs shall not be charged a rental fee.
- 2. Youth and adult programs and program collaboration partners that have a direct affiliation with the Parks and Recreation Department will receive second priority usage and free gym/meeting room/practice/game time and space. Meeting/practice/game/gym space must be scheduled at least 48 hours in advance.
- 3. In accordance to the joint powers agreement with the City of Shakopee, the Shakopee School District #720 shall not be charged rental fees for use of the City's parks and recreation facilities covered under the agreement. The School District will be given priority usage of City facilities after Parks and Recreation programs and City affiliated groups.
- 4. Local organizations that are classified as: youth serving organizations, civic and service organizations, fraternal organizations, government entities in Scott County, religious groups for non-worship activities and local political caucuses, may use the City's parks and recreation *meeting rooms or youth building* for a rental fee as stated in the current City fee schedule. (Boy Scouts and Girls Scouts are allowed usage of the Youth Building at no charge).
- 5. Individuals, religious organization worship, private agencies, businesses, companies and vendors, who **reside within** the City of Shakopee, may rent the City's parks and recreation facilities for the rate indicated in City's current fee schedule.
- 6. Individuals, religious organization worship, private agencies, businesses, companies and vendors, who **reside outside** the City of Shakopee, may rent the City's parks and recreation facilities for the rate indicated in City's current fee schedule.
- 7. Individuals, private agencies, businesses, companies and vendors that are for-profit groups or organizations may rent the City facilities for the rate indicated in City's current fee schedule. A minimum rental of 2 hours is required.
- 8. Groups or organizations offering recreational activities will <u>NOT</u> be allowed to rent City facilities due to a duplication or potential duplication of services. Recreation organizations are encouraged to contact the Parks, Recreation & Natural Resources Department for possible collaboration.

Equipment Rental:

VCR/DVD and/ Coffee Maker is permitted w/ rental

Cleanup/Additional Staff charges: may be assessed to groups (if needed) at the rate per the City's current fee schedule (Applies to groups who bring in food and or have an activity that requires more than ordinary set up and or clean up)

Security and Police Officers

(Apply to any group) asked to provide security and or police officers for certain activities. Events in which high attendance is expected, when an unusual amount of money is exchanged, or it valuable property will be used or featured are examples of such activities.

Facility Request Forms

All facility requests must be made in writing no less than 30 days prior to the event unless otherwise approved. Facility request forms are available at the Shakopee Community Center, on the City of Shakopee's website (some not on website) or may be mailed or faxed to you. The individual signing the request form is responsible for all fees assessed for the event.

Facility Permit/Contracts

A facility use permit or copy of signed request form will be mailed, emailed or faxed to you confirming your event. Please review the permit carefully for accuracy. A signed copy of the permit must be returned prior to your event.

Facility users may not transfer their Permit privileges to others.

Payment

The customer agrees to pay the City of Shakopee the total sum of any facility rental. The total sum must be paid in full with the facility request form.

Inclement Weather

In the event of inclement weather (causing the Community Center to close for indoor rentals), the customer will not be responsible for their assigned hours and will be given the opportunity to reschedule. Community Center Management will make every effort to notify the contact person.

Cancellation Of Time

The customer has the right to cancel any scheduled rental providing that the cancellation is received by the City of Shakopee at least 72 hours in advance of the scheduled time. (Cancellation requirements may vary per facility).

If the above conditions are not met, the customer will be responsible for the assigned scheduled hours.

It is understood that the City of Shakopee reserves the right:

- 1.) To cancel this Agreement for any default by the customer in the terms of this agreement and to reschedule the dates and/or times of permitted use of the facilities. Agreement may be canceled due to rule violations or other problems at the discretion of management.
- 2.) In the event of mechanical failure of any parks and recreation facility equipment, the City of Shakopee shall make reasonable efforts to notify the customer as soon as possible. However, the failure to do so shall not impose liability on the City of Shakopee, its agents or officers.

Liability

In consideration of the rental of areas in the Community Center and/or of other City Parks and Recreation facilities, the customer for itself, and for its members hereby voluntarily assumes all risks of accident of damage to its property and to the person and property of said members and hereby releases the City of Shakopee, its officers and employees from every claim, liability of demand of any kind for/or on account of any personal injury or damage of any kind sustained by it or its members in connection with the use, or proposed use of the Community Center or other City Parks and Recreation facility and that the undersigned shall hold the City of Shakopee, its agents or employees harmless from any losses, damages, claims or judgments arising out of its use of the Community Center or other City Parks and Recreation facility.

The customer will be responsible for checking usage areas after the customer's organization has utilized the Community Center or other City Parks and Recreation facility. City staff will then check these areas. The customer will be fully responsible for any damages that have been found to be caused by the customer's party.

*The Customer hereby agrees that it and its members using the facilities of the City of Shakopee will abide by all rules and regulations from time to time in effect governing the use thereof.

Insurance

The City of Shakopee reserves the right to require a certificate of insurance or other city permit and/or license.